

<b>SOLICITATION, OFFER, AND AWARD</b>				1. Caption  <b>Vehicles</b>		Page of Pages <div style="display: flex; justify-content: space-between;"><div>1</div><div>38</div></div>	
2. Contract Number		3. Solicitation Number  <b>DCKA-2007-B-0087</b>		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  6/29/2007	
				6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside			
7. Issued By: Office of Contracting and Procurement Transportation and Specialty Equipment Commodity Group 2000 14th Street, NW, 6th Floor Washington, DC 20009				8. Address Offer to: Office of Contracting and Procurement Bid Room (Reeves Center) 2000 14th Street, NW, 3rd Floor Washington, DC 20009			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and _____ 2 _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at _____ 2000 14th Street, NW, 3rd Floor, Bid Room, Washington, DC _____ until _____ 2:00 P.M. _____ local time _____ 31-Jul-07 _____ (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Calvin L. McFadden		B. Telephone (Area Code) 202 (Number) 671-0484 (Ext)		C. E-mail Address <a href="mailto:calvin.mcfadden@dc.gov">calvin.mcfadden@dc.gov</a>	
11. Table of Contents							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 120 _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	_____ Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
15B. Telephone (Area Code) (Number) (Ext)			15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



**SECTION B - SUPPLIES OR SERVICE AND PRICE****SCHEDULE**  
**INDIVIDUAL AWARD ITEMS**

1. The Government of the District of Columbia, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group (The District) is seeking a contractor to provide ambulatory buses and passenger vans, on behalf of the District Department of Transportation (DDOT), Mass Transit Division (MTD).
2. The District contemplates award of one or more firm fixed price contract(s).

<b>Contract Line Item Number (CLIN)</b>	<b><u>Supplies or Services</u></b>	<b><u>Qty.</u></b>	<b>Unit Price</b>	<b>Total Price</b>
0001	Bus, 8-passenger, 2-Wheelchair Positions	2	\$_____	\$_____
	Make and model offered: _____ _____			
0002	Van, 7-passenger/AFV	5	\$_____	\$_____
	Make and model offered: _____ _____			

Descriptive Literature Required, L.17, page 35.

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 SCOPE:**

The Government of the District of Columbia, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group (The District) is seeking a contractor to provide the aforementioned vehicles in accordance with the specifications enumerated herein.

The vehicles, components, assemblies and accessories to be delivered under this contract shall meet and/or exceed the requirements of these specifications. All chassis items shall be as represented in the chassis manufacturer's technical data book. Special bodies or mounted equipment shall be as represented in the body and equipment manufacturer's technical data. The chassis model furnished shall not be older than the chassis manufacturer's current model on the date of issuance of this solicitation. The vehicles shall comply with all applicable Federal Motor Vehicles Safety Standards (FMVSS), American Disabilities Act (ADA), and the National Institute for Occupational Safety and Health (NIOSH) requirements. FMVSS, ADA and NIOSH websites are: ([www.nhtsa.dot.gov/cars/rules/imports/fmvaa](http://www.nhtsa.dot.gov/cars/rules/imports/fmvaa)) ([www.usdoj.gov/ada/adahom.htm](http://www.usdoj.gov/ada/adahom.htm)) ([www.cdc.gov/niosh/](http://www.cdc.gov/niosh/)) respectively.

**C.1.1 CONTRACT LINE ITEM (CLIN) 0001**

Bussette, 8-Passenger, with 2-Wheelchair positions

**NOTE: THE VEHICLES SHALL HAVE AT A MINIMUM THE FOLLOWING FEATURES AND COMPONENTS:**

**C.1.2 SAFETY EQUIPMENT**

- C.1.2.1 First aid kit  
(State make and model offered)\_\_\_\_\_
- C.1.2.2 10 lb ABC dry chemical fire extinguisher type mounted in cab
- C.1.2.3 Triangle kit
- C.1.2.4 Back up alarm: horn or buzzer type
- C.1.2.6 Driver's air bag

### C.1.3 VEHICLE

- C.1.3.1 Eight (8) adult passengers with two (2) wheelchairs (cut-a-way type)  
(State model offered)\_\_\_\_\_
- C.1.3.2 Wheelbase: Maximum 138 inches  
(State wheelbase offered)\_\_\_\_\_
- C.1.3.3 Color: bright white
- C.1.3.4 Emergency Exit
- C.1.3.5 Side windows shall be capable of being opened  
(T-Sliders as standard or equal)
- C.1.3.6 Windows rear of driver' s position shall be dark tinted safety glass
- C.1.3.7 Swing mount mirrors shall be installed on each side of the bus with  
convex spot mirrors

### C.1.4 GROSS VEHICLE WEIGHT RATING (GVWR)

- C.1.4.1 Minimum 9,600 pounds  
(State GVWR offered)\_\_\_\_\_
- C.1.4.2 Front bumper, manufacture' s standard
- C.1.4.3 Rear bumper, manufacturer' s standard

### C.1.5 ENGINE

- C.1.5.1 Gasoline, water cooled
- C.1.5.2 Configuration: V-8  
(If not state configuration offered)\_\_\_\_\_
- C.1.5.3 Horse power: Minimum 205 @ rated RPM  
(State horsepower offered)\_\_\_\_\_
- C.1.5.4 Torque: Minimum 320 @ rated RPM  
(State torque offered)\_\_\_\_\_

**C.1.6 TRANSMISSION**

C.1.6.1 4-speed automatic electronic overdrive  
(State model offered)\_\_\_\_\_

C.1.6.2 Transmission cooler

**C.1.7 REAR END**

C.1.7.1 Limited slip

**C.1.8 BRAKES**

C.1.8.1 ABS all wheels

C.1.8.2 Parking brakes foot operated

**C.1.9 TIRES/WHEEL**

C.1.9.1 Tires shall be (10) ply rating all season

C.1.9.2 Steel wheels, white

C.1.9.3 Spare, same size and tread of front tire

**C.1.10 STEERING**

C.1.10.1 Full Power

C.1.10.2 Turning diameter, maximum 48 feet curb to curb  
(If not state diameter offered)\_\_\_\_\_

**C.1.11 ELECTRICAL**

C.1.11.1 Alternator: Minimum 130 amperes hour 12 volt DC

C.1.11.2 Battery 780 CCA

**C.1.12 FUEL TANK**

C.1.12.1 Minimum: 35 gallons  
(State gallons offered)\_\_\_\_\_

### **C.1.13 INTERIOR**

- C.1.13.1 Painted surfaces manufacturer's standard color
- C.1.13.2 Non-painted surfaces gray/charcoal  
**(If not, state color offered)**\_\_\_\_\_
- C.1.13.3 Industry standard interior walls from under window to seat rail

### **C.1.14 SEATING**

- C.1.14.1 Driver seat, magnum 200 fabric or equal  
**(State model offered)**\_\_\_\_\_
- C.1.14.2 Passenger seat, Freeman Citiseat with vinyl inserts or equal  
**(State model Offered)**\_\_\_\_\_
- C.1.14.3 Each seat shall contain seat belts for two (2) adult attached to seat frame

### **C.1.15 SEAT BELTS**

- C.1.15.1 Q-Straint wheelchair tie-down system or equal  
**(State Model Offered)**\_\_\_\_\_

### **C.1.16 BARRIERS**

- C.1.16.1 Two (2) vertical foam padded barriers for first row set located behind driver's seat and to the rear of the entrance modesty panel shall have commercial grade fabric surface equipped with fire retardant shock material shall meet industry standards

### **C.1.17 STANDARD LINE**

- C.1.17.1 Two (2) inch white line across aisle at front row overhead hand rails

### **C.1.18 DOOR ENTRANCE AND STEPS**

- C.1.18.1 Electrically operated bi-fold outward doors shall be controlled from driver's position/panic proof with safety latch
- C.1.18.L2 Steps, manufacturer's standard, shall be lighted

### **C.1.19 VENTILATION**

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- C.1.19.1 Two (2) adjustable roof ventilations electrically operated fans shall be installed to provide sufficient ventilation

**C.1.20 AIR CONDITIONER CFC FREE**

- C.1.20.1 Air condition vents in cab area
- C.1.20.2 Air conditioner vents and dusts throughout the length of the bus, maximum 67,000 BTUS or equal  
(State BTUS offered)\_\_\_\_\_
- C.1.20.3 Defroster full width under windshield

**C.1.21 HEATER**

- C.1.21.1 Heat vent dusts throughout cab and bus, equipped with 45,000 heater under the rear seat.
- C.1.21.2 Three (3) speed fans to control air flow

**C.1.22 STORAGE AREA**

- C.1.22.1 Storage shelf shall be installed on each side of the bus above seat  
(Storage shelf shall not be installed over wheelchair positions)

**C.1.23 FLOOR COVERING**

- C.1.23.1 Rubber throughout
- C.1.23.2 Ribbed in isle
- C.1.23.3 Smooth under seats

**C.1.24 INSULATION**

- C.1.24.1 Floor, roof and sides

**C.1.25 INSTRUMENTAL PANEL**

- C.1.25.1 Engine oil pressure gauge
- C.1.25.2 Tachometer

**C.1.26 RADIO**

C.1.26.1 AM/FM/CD Player

**C.1.27 MOUNTED EQUIPMENT**

C.1.27.1 Wheelchair lift, Ricon S series or equal  
(State model offered)\_\_\_\_\_

**C.1.28 UNDERCOATING**

**C.2 CONTRACT LINE ITEM (CLIN) 0001**

4x2, 7-passenger Van Wagon

**NOTE: THE VEHICLES SHALL HAVE AT A MINIMUM THE FOLLOWING  
FEATURES AND COMPONENTS:**

**C.2.1 VEHICLE**

C.2.1.1 Payload, minimum 1239 pounds  
(State pounds offered)\_\_\_\_\_

C.2.1.2 GVWR maximum 5800 pounds  
(State maximum offered)\_\_\_\_\_

C.2.1.3 Wheelbase, maximum 191.3 inches  
(State maximum offered)\_\_\_\_\_

C.2.1.4 Body size, overall length minimum 200.6 inches  
(State minimum offered)\_\_\_\_\_

C.2.1.5 Color, White

**C.2.2 ENGINE**

C.2.2.1 6 cylinder, 3.3 liter

C.2.2.2 Horsepower, minimum 215  
(State horsepower offered)\_\_\_\_\_

C.2.2.3 Torque maximum 245  
(State torque offered)\_\_\_\_\_

C.2.2.4 E85-Ethanol flexible fuel

### **C.2.3 TRANSMISSION**

C.2.3.1 Automatic, 4 speed electrical with overdrive

### **C.2.4 BRAKES**

C.2.4. Power antilock brakes, front and rear

### **C.2.5 DRIVE AXLE**

C.2.5.1 Differential type/ratio 2.49

C.2.5.2 Primary drive axle, front wheel drive

### **C.2.6 ELECTRICAL**

C.2.6.1 Alternator, minimum 160 amperes  
(State amperes offered)\_\_\_\_\_

C.2.6.2 Battery, minimum 500 CCA  
(State CCA offered)\_\_\_\_\_

C.2.6.3 Daytime running lights

### **C.2.7 DOORS AND WINDOWS**

C.2.7.1 Windshield wipers, intermittent

C.2.7.2 Windshield washer

C.2.7.3 Rear view mirrors

C.2.7.4 Rear window wipers, intermittent and multi-speed with washer

C.2.7.5 Powered heated and remote controlled side mirrors

C.2.7.6 Rear window defroster

C.2.7.7 Windows all around

C.2.7.8 Dark tinted side glasses

- C.2.7.9      Rear door type  
              **(State type offered)**\_\_\_\_\_
- C.2.7.10     Side door type, horizontal sliding type, remote controlled
- C.2.7.11     Driver and passenger side power sliding door
- C.2.7.12     Side door entry assistance step
- C.2.7.13     Power windows and door locks
- C.2.7.14     Keyed door locks
- C.2.7.15     Liftgate single floodlight

**C.2.8 FUEL**

- C.2.8.1      Minimum 20 gallons  
              **(State gallons offered)**\_\_\_\_\_

**C.2.9 INTERIOR**

- C.2.9.1      Air conditioning and heating, front and rear compartments
- C.2.9.2      Cooling system, heaviest duty available
- C.2.9.3      Radio, AM/FM/CD with clock
- C.2.9.4      Power steering
- C.2.9.5      Power rack and pinion steering
- C.2.9.6      Cruise control and tilt steering
- C.2.9.7      Remote keyless entry
- C.2.9.8      Standard roof
- C.2.9.9      First row seat type, 2 seats

**C.2.10 FLOOR**

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C.2.10.1 Floor covering, carper or state offering  
(\_\_\_\_\_)

C.2.10.2 Floor mats

C.2.10.3 Upholstery, fabric

**C.2.11 SEATING**

C.2.11.1 Seating capacity, seven (7) passenger

C.2.11.2 First row seat type, bucket

C.2.11.3 Stow and Go fold down seat option

C.2.11.4 Latch, ready child seat anchor system

**C.2.12 CARGO AREA**

C.2.12.1 Cargo capacity behind 1<sup>st</sup> row-165.6

C.2.12.2 Cargo capacity behind 2<sup>nd</sup> row-54.2

C.2.12.3 Cargo capacity behind 3<sup>rd</sup> row-20.0

**C.2.14 SAFETY**

C.2.14.1 Front advance multi-side air bags

C.2.14.2 Restraint system, driver and passenger

C.2.14.3 Supplemental restraint system, driver and passenger

**C.2.15 SUSPENSION**

C.2.15.1 Shocks, heaviest duty available

**C.2.16 WHEEL/TIRES**

C.2.16.1 Wheel diameter, minimum 16

C.2.16.2 Tires size P215/R/16

## **SECTION D**

### **PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

## **SECTION E**

### **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) Inspection of Supplies of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts dated March 2007.
- E.3** Representatives of the Government of the District of Columbia shall perform inspection and acceptance of the vehicles to be furnished under this contract at the destination to ensure that the vehicles conform to the terms of the contract. Any item found not in compliance with the specifications shall be rejected.

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of 210 days from date of award as indicated on page one (1) of the contract.

#### **F.2 DELIVERABLES**

0001	8-passenger bus, with 2-wheelchair positions	2	F.O.B destination	150 days after award
0002	7-Passenger van	5	F.O.B destination	150 days after award

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<b>ITEMS</b>				
	Manufacturer' s statement of origin	1 copy	F.O.B destination	150 days after award
	Operator' s manual	1 copy	F.O.B destination	150 days after award
	Parts book w/illustrated parts breakdown	2 copy	F.O.B destination	150 days after award
	Electrical and vacuum technical manual	1 copy	F.O.B destination	150 days after award
	CD Rom (to include the shop manual, electrical and vacuum technical manual, and parts book with illustrated parts breakdown	1 copy	F.O.B destination	150 days after award
	Vehicles must have temporary tags	each	F.O.B destination	150 days after award
	Keys	4-sets of keys each	F.O.B destination	150 days after award

**F.3 QUANTITY INCREASE/DECREASE:**

The District reserves the right to increase or decrease the unit quantity specified under Section B by up to one hundred (100%) within 60 days of award at the unit price bid.

**F.4 UNIT PRICE AND F.O.B DELIVERY POINTS:**

Unit prices offered herein shall include delivery, all charge prepaid and exclusive of all taxes to the following delivery point:

Department of Public Works  
Fleet Services Division  
1725 15<sup>th</sup> Street, N.E.  
Washington, D.C. 20002

Receiving hours: 7:00 am – 3:00 PM  
Monday through Friday, Except Holidays  
Contractor shall telephone 48 hours in advance of  
Delivery date  
Contact: Lloyd Carter  
Telephone No.: (202) 576-7858

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 Invoice Payment**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Department of Public Works  
Office of the Chief Financial Officer  
Customer Care Division  
2000 14<sup>th</sup> Street, NW 6th Floor  
Washington, D.C. 20009  
(202) 671-2300

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

### **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 PAYMENT ON PARTIAL DELIVERIES OF GOODS**

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods accepted by the District if:

- a) The amount due on the deliveries warrant it; or
- b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original

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copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

Contracts may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

James Roberts  
Office of Contracting and Procurement  
2000 14<sup>th</sup> Street, NW, 6<sup>th</sup> floor  
Washington, DC 20009  
(202) 671-2200

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Lloyd Carter  
Technical Writer  
Department of Public Works  
Fleet Management Administration  
1725 15<sup>th</sup> Street, NE  
Washington, DC 20002  
Telephone: (202) 576-7858

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**H.5 PROTECTION OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

**H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. 12101 et seq.

**H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) et seq.

**H.5 FEDERAL TRANSIT ADMINISTRATION (FTA) STANDARD CLAUSES**

H.5.1 Units furnished under this contract shall be in compliance with all current federal, state, city and local municipal regulations, standards, laws/ordinances and statutes.

H.5.2 **Buy America Certificate:** The contractor agrees to comply with 49 U.S.C. Section 5323(j) and 49 C.F.R. 661, which provide that Federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been grant by FTA or the product is subject to general waiver. General waivers are listed in 49 C.F.R 661.7, and include final assembly

in the United States for 15 passenger vans and a5 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,00) made with capital, operating, or planning funds. Separate requirement for rolling stock must be assemble in the United States and have a 60 percent domestic content.

Bidder or offeror shall submit to the District the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certificates must be rejected as nonresponsive.  
(See Attachment J.2.1)

- H.5.3 **Bus Testing Requirements:** This procurement is governed by chapter 49 U.S.C., section 5323 (c) the “Federal Transit Act” and the applicable regulations at 49 CFR part 665, which requires buses to be tested at the Federal Bus Testing Facility, Altoona, Pennsylvania.

Documentation certifying that the test has been completed and a copy of the test results shall be delivered to the Contracting Officer see Section G.5, prior to delivery of the first vehicle. ( **See Attachment J.2.2**)

- H.5.4 **Pre-Award and Post Delivery Audit Requirements:** The contractor agrees to comply with 49 U.S.C. Section 5323(j) and FTA’ s implementing regulation at 49 C.F.R Part 663 and to submit the following certifications:

**Buy American Requirements:** The contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, It shall submit documentation which list (i) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their county of origin and costs; and (ii) the location of the final assemble point for rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

**Solicitation Specification Requirements:** the contractor shall submit evidence that it will be capable of meeting the bid specifications.

**Federal Motor Vehicles Safety Standard (FMVSS):** the contractor shall submit one (i) manufacturer’ s FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (ii) manufacturer’ s certified statement that the contracted buses will not be subject to FMVSS regulations. (**See Attachment J.2.3**)

- H.5.5 **New Restrictions on Lobbying:** Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 US.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 US.C. 1352. Such

disclosures are forwarded from tier to tier up to the recipient. (See **Attachment J.2.4**)

H.5.6

**Suspension and Debarment:** This contract is a covered transaction for purposes of 49 CFR Part 29. as such, the contractor is required to verify that none of the contractor, its principal, as defined as 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirements to comply with 49 CFR 29, subpart C in any lower tier covered transaction it enter into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the District. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H.5.7

**Cargo preference – use of United States –Flag Vessels:** The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United-States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Marketing Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor’s bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessels.

H.5.8

**Energy Conservation:** The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

H.5.9

**Clean Water:** The contractor agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and applicable regulations. The contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The contractor also agrees to include these requirements in each subcontractor exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

H.5.10

**No Government Obligation to Third Parties:**

- (1) The District and contractor acknowledge and agree that notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award to the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

H.5.9

**Program Fraud and False or Fraudulent Statement or related Acts:**

- (1) The contractor acknowledges that the provisions of the program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R Part 31, apply to its action pertaining to the project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves

the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

- (2) The contractor also acknowledges that if it makes, or causes to be made, a false fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Section 5307, the government reserves the right to impose the penalties of 18 U.S.C. Section 1001 and 49 U.S.C., Section 5307 (n) (1) on the contractor, to the extent the Federal Government deems appropriate.
- (3) The contractor agrees to include paragraphs (1) and (2) above in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provision.

H.5.10 **Civil Rights Requirements:** (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or

applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Ff A may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII he Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal Such

action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FT A may Issue.

b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FT A may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of US. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FT A may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FT A, modified only if necessary to identify the affected parties.

H.5.11

**Clean Air:-** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 D.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to Ff A and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by Ff A.

H.5.12

**Federal Changes** - Contractor shall at all times comply with all applicable FT A regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA(10) dated October, 2003) between Purchaser and FT A, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:**

The preceding provisions include, in part, certain Standards Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Government of the District of Columbia requests which would cause the Government of the District of Columbia to be in violation of the FTA terms and conditions.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISION**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

**Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.**

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.6 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

Contractor shall procure and maintain, during the entire period of performance under this contract, the type of insurance specified below. The contractor shall submit a certificate of insurance giving evidence of the required coverage prior commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The contractor shall require all subcontractors to carry the insurance required herein, or contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintain the right to stop work until proper evidence is provided.

- (a) Commercial General Liability Insurance, \$1,000,000 limits per occurrence, District added as an additional insured.
- (b) Automobile Liability Insurance, \$1,000,000 per occurrence combined single limit.
- (c) Worker's Compensation Insurance accordance to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) Umbrella/Excess Liability Insurance, \$5,000,000 limits per occurrence.

(e) If District or non-District autos are being towed, serviced or repaired by vendor, Garage Liability Insurance, \$1,000,000 combined single limits.

(f) If the District property is being transported, Motor Cargo Insurance with limits sufficient to cover the replacement cost.

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.1.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

## **SECTION J: LIST OF ATTACHMENTS**

**J.1 INCORPORATED ATTACHMENTS** (The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov) shall be completed and incorporated with the bid.)

**J.1.1** Standard Contract Provisions For use With District of Columbia Supplies and Services Contracts

**J.1.2** Tax Certification Affidavit – OTR and DOES

**J.1.3** E.E.O. Information and Mayor Orders 85-85

## **J.2 ATTACHMENTS**

**J.2.1** Buy-American Certificate

**J.2.2** Bus Testing Requirements

**J.2.3** Pre-Award and Post Delivery Audit Requirements

**J.2.4** Certification Regarding Lobbying

**J.2.5** Federal EEO Assurance of Compliance & EEO Statement

**SECTION K:**

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

**K.1 TYPE OF BUSINESS ORGANIZATION**

**K.1.1** The bidder, by checking the applicable box, represents that

(a) It operates as:

- ☐ a corporation incorporated under the laws of the State of: \_\_\_\_\_  
☐ an individual,  
☐ a partnership,  
☐ a nonprofit organization, or  
☐ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- ☐ an individual,  
☐ a joint venture, or  
☐ a corporation registered for business in \_\_\_\_\_  
(Country)

**K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Bidder \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

### **K.3 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Bidder shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

### **K.4 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

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- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
  - 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

***(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);***

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.5 TAX CERTIFICATION**

Each bidder must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Section J.1.2.

**K.6 WALSH-HEALY ACT**

If this contract is for the manufacture of furnishing of materials, supplies articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 35-45) (the Act, as used in this section), the following terms and conditions apply:

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- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR 50-201.3) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose works relate to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2(41 U.S.C. 40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (See 41 CFR 50-203.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS**

**L.1 METHOD OF AWARD**

- L.1.1** The District contemplates award of a firm fixed price contract.
- L.1.2** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.3** The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest evaluated bid price.

**L.2 PREPARATION AND SUBMISSION OF BIDS**

- L.2.1** Bidders shall submit a signed original and 2-copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: **'Bid in Response to Solicitation No. DCKA-2007-B-0087'**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

L.2.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

**L.3 BID SUBMISSION DATE AND TIME**

Bids must be submitted no later than **2:00 p.m.** local time on the date indicated on page 1.

**L.4 WITHDRAWAL OR MODIFICATION OF BIDS**

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

**L.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

**L.5.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids; or
- b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

**L.5.2 Postmarks**

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

### **L.5.3 Late Submissions**

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

### **L.5.4 Late Modifications**

A late modification of a successful bid, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.5.5 Late Bids**

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

## **L.6 HAND DELIVERY OR MAILING OF BIDS**

### **DELIVER OR MAIL TO:**

Office of Contracting and Procurement  
Transportation and Specialty Equipment  
Commodity Group  
Bid Room (Reeves Center)  
2000 14<sup>th</sup> Street, NW, 3<sup>rd</sup> Floor  
Washington, DC 20009

## **L.7 ERRORS IN BIDS**

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

## **L.8 QUESTIONS ABOUT THE SOLICITATION**

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than 14 calendar days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received

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less than 14 calendar days before the date set for submission of bids. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**L.9 FAILURE TO SUBMIT BIDS**

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Contract Specialist, 2000 14<sup>th</sup> Street, NW 6<sup>th</sup> Floor, Washington, DC 20009, telephone (202) 671-0484, by letter or postcard whether they want to receive future solicitations for similar

requirements. It is also requested that such recipients advise the Contract Specialist, Calvin L. McFadden, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contract Specialist that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.10 BID PROTESTS**

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.11 SIGNING OF BIDS**

L.11.1 The Contractor shall sign the bid and print or type its name on the **Solicitation, Offer and Award** form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be

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initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.11.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

**L.12 ACCEPTANCE PERIOD**

The bidder agrees that its bid remains valid for a period of 120 days from the solicitation's closing date.

**L.13 LEGAL STATUS OF BIDDER**

Each bid must provide the following information:

**L.13.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;

**L.13.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and District of Columbia license, registration or certification, if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.13.3** If the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

- L.13.4** The District reserves the right to request additional information regarding the Bidder's organizational status.

#### **L.14 STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.14.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.14.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.14.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.14.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.14.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.14.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.14.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.14.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The bidder shall acknowledge receipt of any amendment to this solicitation by following either of these methods (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose on page 1, No. 14; or

(c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of the bid.

**L.16 BRAND NAME OR EQUAL:**

As used in this section, the term “brand name” includes identification of products by make and model.

- A. If items called for by this Invitation for Bids have been identified in the specifications by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bid offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the Invitation for Bids, in accordance with the salient characteristics in section C.
- B. Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Invitation for Bids.
- C. (1) If the bidder proposes to furnish an “equal” product, the brand name of the product to be furnished shall be inserted in the space provided in the Invitation for Bids, or such products shall be otherwise clearly identified in the bid. The evaluation of the bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the District. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to the District. Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material such as (cuts, illustrations, drawings, or other information) necessary for the District to:
  - (i) determine the product offered meet the requirements of the Invitation for Bids, and
  - (ii) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. the information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

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If the bidder proposes to modify a product so as to make it conform to the requirements of the Invitation for Bids, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.

Modification proposed after bid opening to make a product conform to a brand name product referenced in the Invitation for Bids will not be considered.

**L.17 REQUIREMENT FOR DESCRIPTIVE LITERATURE:**

- A. Descriptive literature must be furnished as a part of the bid and must be received prior to the date and time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.
- B. Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids will require rejection of the bid. Failure to furnish the descriptive literature by the date and time set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and is received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
  - (1) The bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
  - (2) The Contracting Officer, on advice of technical personnel, determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.